

MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED STATES GOVERNMENT PRINTING OFFICE
AND
[LIBRARY/AGENCY/INSTITUTION]

This Memorandum of Understanding (MOU or agreement) constitutes and outlines an agreement between the United States Government Printing Office (GPO) and [LIBRARY/AGENCY/INSTITUTION] for an exchange of services that will result in [permanent public access to DESCRIPTION OF CONTENT].

I. PURPOSE

The purpose of this MOU is to set forth the terms and conditions under which the GPO and [LIBRARY/AGENCY/INSTITUTION] partner in the exchange of services to provide permanent public access to [DESCRIPTION OF CONTENT] for the benefit of the Federal Depository Library Program (FDLP) and its participants.

III. SCOPE

This agreement applies to [DESCRIPTION OF CONTENT] from [LIBRARY/AGENCY/INSTITUTION]. This MOU defines the services and key project parameters, including:

- Responsibility for maintaining the digital content for public access.
- Providing the content without copyright restrictions.
- Responsibility for providing a service
- Responsibility for metadata and cataloging.
- Responsibility for project expenses.
- Responsible parties in each institution.
- Establishes a mechanism for modifying, extending, or terminating the MOU.

IV. TERMS OF AGREEMENT

A. Specific Requirements of Each Party

1. [LIBRARY/AGENCY/INSTITUTION] shall:
 - a. Be responsible for coordination, maintenance, and further development of the [DESCRIPTION OF CONTENT].
 - b. Continue to digitize the [DESCRIPTION OF CONTENT]. Selection of the resources will be at [LIBRARY'S/AGENCY'S/INSTITUTION'S] discretion.
 - c. Comply with the specifications for preservation digitization established in GPO's *FDsys Operational Specifications for Converted Content*. These specifications are available at

http://www.gpoaccess.gov/legacy/registry/fdsysspec_converted_content3.2.pdf

- d. Preserve the resulting digital master files on a secure site. If [LIBRARY/AGENCY/INSTITUTION] should terminate the agreement to maintain, preserve, and provide electronic public access to the records, [LIBRARY/AGENCY/INSTITUTION] will transfer the access and preservation files for digitized FDLP publications, associated metadata records, and project documentation to GPO for the FDLP Electronic Collection.
- e. Agree that documents in the public domain prior to digitization will remain in the public domain following digitization, and [LIBRARY/AGENCY/INSTITUTION] will not assert copyright protection over government publications, releases or documents distributed through the FDLP.
- f. Make electronic copies of the resulting digital files available for no-fee access on a publicly-accessible web site.
- g. Assure that under normal operating conditions the [DESCRIPTION OF CONTENT] will be available for remote public access at least ninety-five percent (95%) of the time, excluding scheduled downtime.
- h. Consult with GPO staff on any plans to migrate, reconstitute, or otherwise significantly modify the structure of the information content other than routine refreshing of the resource. Any modification to or migration of [DESCRIPTION OF CONTENT] files must not undermine or limit access to the product.
- i. Register the [DESCRIPTION OF CONTENT] activities in GPO's digitization registry available at <http://www.gpoaccess.gov/legacy/registry/>
- j. Cite GPO as a "digital preservation partner" and will display the Federal Depository Library Program logo on the Web pages associated with the [DESCRIPTION OF CONTENT].
- k. Notify GPO in the event they can no longer perform their responsibilities under the terms of this memorandum at least ninety (90) days before termination of their responsibilities. [LIBRARY/AGENCY/INSTITUTION] will continue, for a period not to exceed one hundred eighty (180) days from the date of notification, to make [DESCRIPTION OF CONTENT] files described above available so that GPO can arrange for an alternative method of access.

2. GPO shall:

- a. Function as the coordinator for all remotely accessible electronic FDLP services, including federal government information in the [DESCRIPTION OF CONTENT], providing administrative coordination and oversight of electronic Government information products shared among FDLP partner institutions.
- b. Provide Internet pointers and other locator mechanisms on *GPO Access* to identify and direct users to the [DESCRIPTION OF CONTENT].

- c. Provide a notice on *GPO Access* acknowledging the partnership between GPO and [LIBRARY/AGENCY/INSTITUTION] to provide permanent public access to the federal government information in the [DESCRIPTION OF CONTENT].
- d. Provide cataloging records with links to FDLP titles in the [DESCRIPTION OF CONTENT] at the [LIBRARY/AGENCY] Web site. These records will be part of GPO's Catalog of U.S. Government Publications.
- e. Create and/or update bibliographic records in the ILS, for the duration of the agreement, including the uniform resource locator (URL) or PURL for the site and the publications identified as in scope of the FDLP.
- f. Manage the [DESCRIPTION OF CONTENT] files in the FDLP Electronic Collection to ensure their long-term preservation by storing and managing them under preservation conditions that are at least equal to those that would be provided by NARA as described in NARA 1571, *Archival Storage Standards*..

V. FINANCIAL TERMS AND PAYMENT

No funds are to be exchanged between GPO and [LIBRARY/AGENCY/INSTITUTION] in connection with the provision of services under this agreement.

VI. CONTACTS:

GPO:

[LIBRARY/AGENCY/INSTITUTION]:

VII. EFFECTIVE DATE/DURATION/AMENDMENTS

This agreement is effective as of the date of signature by all authorized representatives indicated below and shall last for five years thereafter. The MOU may be extended or amended to allow for related cooperative efforts by mutual agreement of the parties. Any party may withdraw from this agreement upon one hundred eighty (180) days written notice to the other party.

VIII. ACCEPTANCE BY:

_____ date _____
Director, Library Services and Content Management
(Acting Superintendent of Documents)
U.S. Government Printing Office

_____ date _____
Controller, Information Dissemination
U.S. Government Printing Office

_____ date _____
[LIBRARY/AGENCY/INSTITUTION]